Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the Library, 251 South "A" Street and the City Clerk's Office, 305 West Third Street during customary business hours. The agenda reports are on the City of Oxnard web site at www.ci.oxnard.ca.us.

CITY OF OXNARD CALIFORNIA

AGENDA

OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
*OXNARD FINANCING AUTHORITY
*OXNARD HOUSING AUTHORITY

Regular Meetings
City Council Chambers, 305 West Third Street, Oxnard
April 17, 2012
6:30 P.M.

A. ROLL CALL/POSTING OF AGENDA

*** The Oxnard Financing Authority and the Oxnard Housing Authority will not meet because there are no items requiring consideration on this date.**

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

At this time, a person may address the legislative body only on matters appearing on the closed session agenda. The presiding officer shall limit public comments to three minutes.

C. CLOSED SESSION - (Please see page 5 for a description of closed session items)

D. OPENING CEREMONIES – 7:00 P.M.

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

1. SUBJECT: Employee of the First Quarter 2012

2. SUBJECT: Presentation of the Oxnard PAL Founders Award and Oxnard PAL Youth of the Year Award Recipients

In compliance with the Americans with Disabilities Act, if you require special assistance to participate in a meeting, please contact the City Clerk's Office at 385-7803. Notice at least 72 hours prior to the meeting will enable the City to reasonably arrange for your accessibility to the meeting.

City of Oxnard internet address: www.ci.oxnard.ca.us.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA (30 Minutes)

At this time, the legislative body will consider public comments for a maximum of thirty minutes. A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. A person not able to address the legislative body at this time because the thirty minutes expires may do so just prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take any action on any items presented during public comments at this time. Such items may only be referred to the City Manager/ Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing. The presiding officer shall limit public comments to three minutes.

G. REVIEW OF INFORMATION/CONSENT AGENDA

The members of the legislative body will consider whether to remove Information/Consent Agenda items for discussion later during the meeting.

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

At this time, a person may address the legislative body only on matters appearing on the information/consent agenda. The presiding officer shall limit public comments to three minutes.

I. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the Regular Meeting of the City Council for February 28, 2012, March 6, 20 and 27, 2012, April 3 and 10, 2012; and Minutes of the Special Meeting of the City Council for February 28, 2012. (001)
   RECOMMENDATION: Approve.
   Legislative Body: CC Contact: Daniel Martinez Phone: 385-7805

City Manager Department

2. SUBJECT: Agreements for City Council Review. (023)
   RECOMMENDATION: Pursuant to Ordinance 2835, approve and authorize the Interim City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than $25,000 but less than $250,000.
   Legislative Body: CC Contact: Karen Burnham Phone: 385-7430

Development Services Department

3. SUBJECT: Fourth Amendment to Agreement with AECOM Technical Services, Inc. (AECOM) for the Rice Avenue/Santa Clara Avenue Interchange Improvement Project at U.S. Highway 101. (027)
   RECOMMENDATION: Approve and authorize the Mayor to execute a fourth amendment to the agreement with AECOM (A-7235) to increase the amount by $80,781.76 (a total of $3,767,574.99) to provide construction management services for the Rice Avenue/Santa Clara Avenue interchange improvement project at U.S. Highway 101.
   Legislative Body: CC Contact: Cynthia Daniels Phone: 385-7871

4. SUBJECT: Approval of Award of Contract for DS12-01 Intelligent Transportation System (ITS) Project. (039)
RECOMMENDATION: 1) Approve the award of a contract to Sully-Miller Contracting Co. in the amount of $2,814,617.00 for the citywide installation of the Intelligent Transportation System (ITS) project; and 2) Authorize the Mayor to execute the contract upon receipt of all supporting contract documents.
.Legislative Body: CC Contact: Soher Abdelmalik Phone: 385- 7873

5. SUBJECT: Second Amendment to Agreement with Iteris, Inc. for Engineering Services for the Intelligent Transportation System (ITS) Construction Integration. (041)
RECOMMENDATION: Approve and authorize the Mayor to execute the second amendment to the agreement with Iteris, Inc. (5217-10-DS) to increase the amount by $1,374,667 (a total cost of $2,125,942) and to extend the term of the agreement to December 1, 2013 for engineering services for the ITS construction integration phase.
Legislative Body: CC Contact: Jason Samonte Phone: 385-7872

Recreation and Community Services Department

6. SUBJECT: Agreement with the Oxnard School District to Receive Grant Funds for the City's Participation in the State Funded After-School Education and Safety Program in FY 12-13. (045)
RECOMMENDATION: Approve and authorize the Mayor to execute an agreement (A- 7410) with the Oxnard School District for the City to receive an amount not to exceed $2,000,000 for providing after school services as part of the California Department of Education's After-School Education and Safety (ASES) Program at 20 schools in FY12-13, containing an option to renew the agreement annually.
Legislative Body: CC Contact: Sofia Balderrama Phone: 385- 7993

J. TRANSMITTAL OF INFORMATION ONLY ITEMS

K. INFORMATION/CONSENT PUBLIC HEARINGS

L. PUBLIC HEARINGS

M. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

The City Manager/Executive Director/Secretary shall report on items of interest to the legislative body occurring since the last meeting. The legislative body cannot enter into detailed discussion or take action on any item presented during this report. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion.

1. SUBJECT: Verbal Report on Oxnard Community Development Commission Successor Agency and Status of Redevelopment Activities in the City of Oxnard.
RECOMMENDATION: Receive and consider report.
Legislative Body: CC/SA Contact: Karen Burnham Phone: 385-7430

N. CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR AGENCY/FINANCING AUTHORITY BUSINESS/COMMITTEE REPORTS

City Attorney Department

1. SUBJECT: Supplemental Post-Retirement Benefit. (065)
   RECOMMENDATION: Consider this report concerning the $300 per month supplemental post-retirement benefit and provide direction to the Interim City Manager.
   Legislative Body: CC Contact: Alan Holmberg Phone: 385-7427

O. REPORTS

P. PUBLIC COMMENTS ON REPORTS

At this time, a person may address the legislative body only on matters appearing on the reports. The presiding officer shall permit a person to address the legislative body after the staff presentation on the report and before the consideration of the report by the legislative body. The presiding officer shall limit public comments to three minutes.

Q. APPOINTMENT ITEMS - 7:30 P.M.

1. SUBJECT: Tanya Kellam, Executive Director at Interface Children & Family Services in Camarillo. (G. Magistrale Hoffman)

R. STUDY SESSION

1. SUBJECT: Study Session on Mandatory Spay and Neuter Ordinance (069)
   RECOMMENDATION: Conduct a study session for a mandatory spay and neuter ordinance for "Pit Bulls".
   Legislative Body: CC Contact: Julie Doi Phone: 385-7483

S. PUBLIC COMMENTS ON STUDY SESSION

At this time, a person may address the legislative body only on matters appearing on the study session agenda. The presiding officer shall permit a person to address the legislative body after the staff presentation on the item and before the consideration of the item by the legislative body. The presiding officer shall limit public comments to three minutes.

C. CLOSED SESSION - (Continued from page 1)

1. CONFERENCE WITH LABOR NEGOTIATOR.

CC Instructions to negotiators, Karen Burnham, Interim City Manager, and Michelle Tellez, Human Resources Director, regarding salaries, salary schedules and compensation paid in the form of fringe benefits for Department Directors, Management Employees, and Confidential Employees.

The Interim City Manager requested that this item be discussed in closed session under the Brown Act exception of Conference with Labor Negotiator. The purpose of the closed session is for the City Council to review the status of negotiations and to provide instructions to negotiators.

T. ADJOURNMENT

AGENDA ITEM NO. I-1

MINUTES

OXNARD CITY COUNCIL
Regular Meeting
February 28, 2012

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

DR. THOMAS E. HOLDEN
Chairperson

MINUTES

OXNARD CITY COUNCIL
Regular Meeting
March 6, 2010

A. ROLL CALL/POSTING OF AGENDA

At 6:30 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Thomas E. Holden, Irene G. Pinkard Bryan A. MacDonald, Timothy B. Flynn and Carmen Ramirez were present. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Holden presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Karen Burnham, Interim City Manager; Alan Holmberg, City Attorney; and Grace Magistrale Hoffman, Deputy City Manager.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

At 6:31 p.m. the City Council recessed to a closed session, pursuant to Government Code section 54959 and 54957.6 to give instructions to negotiators, Karen Burnham, Interim City Manager, and Michelle Tellez, Human Resources Director, regarding salaries, salary schedules or compensation paid in the form of fringe benefits for employees represented by the Service Employees International Union (SEIU), Local No. 721 and other matters within the scope of representation.

D. OPENING CEREMONIES

At 7:34 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers, concurrently with the Community Development Commission Successor Agency. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence. Mayor Holden was absent and Mayor Pro Tem Pinkard presided. Additional staff members present were: Rob Roshanian, Interim Public Works Director; James Cameron, Chief Financial Officer; Curtis P. Cannon, Community Development Director; Barbara Murray, Library Director; William "Bill" Wilkins, Housing Director; Jason Benites, Assistant Police Chief; Michael Henderson, General Services Manager; Sue Martin, Planning and Environmental Services Manager; and Anthony Emmert, Water Resources Manager.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Commendation to Andrew Grey for Winning the Wrestle Mania Letter Writer Contest.
   DISCUSSION: Barbara Murray, Library Director, introduced Andrew Grey who won a reading contest which including a trip to Florida and donation to City library.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Received comments from: Kaz Iwajoto; Sandra Wanchek; Michael Stuubblefield; Vincent Daly; Steve Nash; Martin Jones; Patrick Barrios; Larry Stein; Bert Perello; and Harold Ceja.

At 8:03 p.m., Mayor Holden returned to the meeting and presided.

J. TRANSMITTAL OF INFORMATION ONLY ITEMS

Finance Department

1. SUBJECT: Monthly Budget Status Report for the Period Ending January 31, 2012. (087)
RECOMMENDATION: The monthly budget status report for revenues and expenses include both Governmental and Enterprise Funds for the period ending January 31, 2012.
DISCUSSION: The Chief Financial Officer reviewed the process.

Comments received from Larry Stein.

ACTION: Received and filed.

K. INFORMATION/CONSENT PUBLIC HEARINGS

Housing Department

1. SUBJECT: Second Amendment to the FY 2011-2012 Annual Action Plan.
RECOMMENDATION: - Continue to March 20, 2012
ACTION: Approved (Holden/Pinkard) unanimously.

L. PUBLIC HEARINGS

M. REPORT OF CITY MANAGER

The City Manager commented on the process to establish a Public Access Channel.

N. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

The City Council discussed: efforts to lobby for Ventura County base; review $300 retirement benefit; the Halaco site; Big League Dreams; Read Across America program. and attending an upcoming conference.

O. REPORTS

Community Development Department

1. SUBJECT: Appointments to Redevelopment Agency Dissolution Oversight Board. (101)
RECOMMENDATION: 1) That the Mayor, with the approval of City Council, pursuant to the provisions of Health and Safety Code section 34179(a)(2), appoint a member to the Oversight Board established pursuant to the provisions of Health and Safety Code section 34179(a); and 2) That the Mayor, with the approval of City Council, pursuant to the provisions of Health and Safety Code section 34179(a)(7), a member of the Service Employees International Union, Local 721, to the Oversight Board as the member from the recognized employee organization representing the largest number of former Community Development Commission employees employed by the successor agency.
DISCUSSION: The Interim City Manager commented on the appointment process of other cities.

Received comments from Vince Daly. The Community Development Director reviewed the reason for items being placed on list.

ACTION: Appoint Mayor Holden to Oversight Board and continued appointment of union representative. (Holden/Pinkard) unanimously.

2. SUBJECT: Affordable Housing Loan Agreement for ED-KOH (RiverPark Lots 3, 11, 12 and 17A – Letter Agreement #3). (103)
RECOMMENDATION: That City Council and Successor Agency: 1) Approve and authorize the Mayor and Chairperson of the Successor Agency to execute the Letter Agreement #3 (Attachment 1) and direct the Community Development Director (or designee) to prepare and execute an amendment to the Loan Agreement in conformance with the Letter Agreement #3, in a form acceptable to the City Attorney. 2) Authorize the City Manager and Community Development Director (or designees), with approval from the City Attorney and the Successor Agency Counsel, to revise and sign all documents necessary and appropriate to carry out and implement the Letter Agreement #3, and to administer the obligations, responsibilities and duties of the City and Successor Agency pursuant to those documents.
DISCUSSION: The Community Development Director reviewed the conditions: 1) to sell the property; 2) affordable housing requirements; 3) different developers of the development; and 4) the affordable housing density. The Planning and Environmental Services Manager reviewed future planning meetings and requirements for public notice.

The following individuals provided comments: Cheryl Pease; Ellie Smith; Orlando Dozier; Pat Brown; Bert Perello; and Larry Stein.

ACTION: Moved to postpone this item and have dialog with developer (Ramirez/Flynn) Ayes: Ramirez and Flynn. Noes: Holden, Pinkard and MacDonald. Approve as recommended (Holden/Pinkard) Ayes: Holden, Pinkard and MacDonald. Noes: Flynn and Ramirez.

COMMUNITY DEVELOPMENT SUCESSOR AGENCY

At 9:25 p.m. the concurrent meetings with the Community Development Commission Successor Agency concluded.

Housing Department

3. SUBJECT: Establishment of Oxnard Safe Housing Collaborative Ad Hoc Committee. (117)
RECOMMENDATION: 1) Approve the establishment of the Oxnard Safe Housing Collaborative Ad Hoc Committee; 2) Request participation by the following community stake holder organizations: BUSINESS: Chamber of Commerce, Construction & Builders Association; HOUSING RIGHTS ADVOCATES/COMMUNITY ORGANIZATIONS: California Rural Legal Assistance (CRLA), Cabrillo Economic Development Corporation (CEDC), Mercy Housing, Farm Worker Housing/Bureau, Individual community housing advocates, League of United Latin American Citizens,(LULAC), El Concilio, El Centrito, Central Coast Alliance United for a Sustainable Economy (CAUSE), National Association for the Advancement of Colored People (NAACP); NEIGHBORHOOD COUNCILS: Inter-Neighborhood Council Forum (INCF), Neighborhood Council Chairs, Members of Neighborhood Councils, Renters, Saviers Road Design Team; PROPERTY MANAGERS/REALTORS: Board of Realtors, Property Management Companies.
DISCUSSION: The Housing Director reviewed the establishment of the committee.

Received comments from Larry Stein and Ellen Tracy.

The City Council discussed the housing issues, housing programs, having a balance housing policy, need for input from Councilmembers, and creation/mission of committee.

ACTION: Concurred to continue to another meeting.

R. STUDY SESSION

Finance Department

2. SUBJECT: Fiscal Year 2011-12 General Fund Financial Status. (127)
RECOMMENDATION: Receive an update on the Fiscal Year 2011-12 General Fund financial status.
ACTION: Concurred to continue this item.

Development Services Department

1. SUBJECT: Pre-Application Review (PZ 12-600-1) for Development of a Vegetable Oil Refinery at Either the Northwest Corner of Del Norte Blvd and Fifth Street (APNs 216-0-016-465, & -475) or 5851 Arcturus Ave. (APN 213-0-090-195). Filed by Fuji Oil Co. Ltd. & ITOCHU International Inc. (121)
RECOMMENDATION: Review and provide preliminary comments on a pre-application to develop a facility for the storage, processing, and transloading of edible vegetable oils at either a 10.71 acre site on Del Norte Boulevard or a 9.72 acre site on Arcturus Avenue.
DISCUSSION: The Planning and Environmental Services Manager outlined the proposed two possible sites.

Mr. Stephen Wesel, Director of Business Development with ITOCHU, reviewed possible location sites, benefits of the refinery, insight of the close system of production, and local job creation.

The City Council discussed: site options, tower use, odor issues, hazardous storage of material, and possible emergency situations.

Received comments from: Michael Stubblefield, Bert Perello, Pat Brown, and Larry Stein.

ACTION: Reviewed and provided comments.

O. REPORTS

Public Works Department

4. SUBJECT: Two-Year Comprehensive Utilities Revenue Increases. (119)
RECOMMENDATION: 1) Review and provide direction to the Interim Public Works Director to implement a two-step revenue increase for the Water, Wastewater and Environmental Resources Enterprises. The proposed increases for Fiscal Year 2011-12 are one percent (1%) in Environmental Resources, twelve percent (12%) in Wastewater, and no increase for Water. For Fiscal year 2012-13, the proposed increases are one percent (1%) in Environmental Resources, eight percent (8%) in Wastewater, and three percent (3%) in Water; and 2) Authorize staff to proceed with the Prop 218 public notice process.

DISCUSSION: The Water Resources Manager outlined history of rates, proposed new rates, and comparison to other cities. The Chief Financial Officer reviewed bond rating and capital requirements. The Interim Public Works Director stated a five-year CIP budget would be placed on future budget item.

Following individuals provided comments: Bert Perello; Larry Stein

The City Council commented: on future maintenance issues, infrastructure costs, bond rating, and water rate increases of other cities.

ACTION: Approved as recommended. (Holden/MacDonald). Ayes: Flynn, Ramirez, Holden, Pinkard, and MacDonald.

G. REVIEW OF INFORMATION/CONSENT AGENDA

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Comments were received from: Bert Perello (I-2, item 4, I-10), Pat Brown (I-3, I-9, I-10), and Larry Stein I-4, I-6, I-10). Comments from the General Services Manager (I-2, item 4) regarding reasons for this type of architecture agreement.

I. INFORMATION/CONSENT AGENDA

City Clerk

1. SUBJECT: Minutes of the Regular Meetings of the City Council for January 10 and 24, 2012, and February 7 and 14, 2012; and Minutes of the Special Meeting of the City Council for January 31, 2012. (001)
RECOMMENDATION: Approve.

City Manager Department

2. SUBJECT: Agreements for City Council Review. (027)
RECOMMENDATION: Pursuant to Ordinance 2835, approve and authorize the Interim City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than $25,000 but less than $250,000.

3. SUBJECT: **Ordinance No. 2854** Establishing Tobacco Retailer Permits. (031)
RECOMMENDATION: Second reading and approval.

4. SUBJECT: Change Order No. 8 for College Park Improvements –Phase 1C Project. (041)
RECOMMENDATION: Approve and authorize the Mayor to execute Change Order No. 8 in the amount of $311,552.42 for the removal and replacement of the existing south parking lot at College Park Phase IC Project. The original contract amount was $11,066,475 and with the reduction of bid items and added changes the current amount is $10,136,078.46. This Change Order will bring new amount to $10,447,630.88.

5. SUBJECT: First Amendment to Agreement for On-Call Engineering Services with Penfield & Smith Engineering. (043)
RECOMMENDATION: Approve and authorize the Mayor to execute a First Amendment to Agreement for On-Call Engineering Services provided by Penfield & Smith Engineering (A-7425) to increase the not-to-exceed amount from $250,000 to $500,000, and extend the expiration date to August 31, 2012.

Development Services Department

6. SUBJECT: Fifth Amendment to Agreement with WorleyParsons Group, Inc. (061)
RECOMMENDATION: Approve and authorize the Mayor to execute the fifth amendment to the agreement with WorleyParsons Group, Inc. (WP) (A-6920) in the amount of $370 (a total of $600,715) to add a laboratory subconsultant.

Fire Department

7. SUBJECT: Authorization to Accept an Award for Emergency Management Performance Grant in the Amount of $42,481. (067)
RECOMMENDATION: Authorize: 1) The City Manager to accept a grant award in the amount of $42,481 from California Emergency Management Agency/Ventura County Operational Area; and 2) The Chief Financial Officer to appropriate the funds and perform all other required financial actions.

8. SUBJECT: Authorization to Accept a Supplemental Award for Urban Area Security Initiative in the Amount of $134,000. (069)
RECOMMENDATION: 1) Recognize $134,000 in grant revenue from the Federal Department of Homeland Security and subgranted through the State of California; and 2) Approve a special budget appropriation in the amount of $134,000 for the purchase of equipment for the Police/Fire Dive Team and the Fire Department Hazardous Materials Response Team.

Public Works Department

9. SUBJECT: Project Specification PW10-05 Wooley Road Arterial Resurfacing Project. (073)
RECOMMENDATION: Approve Project Specification No. PW10-05 for pavement resurfacing on Wooley Road from Victoria Avenue to Rose Avenue and authorize staff to solicit bids for the project.

10. SUBJECT: Third Amendment to Agreement with Venco Power Sweeping Incorporated for Street Sweeping Services. (075)
RECOMMENDATION: Approve and authorize the Mayor to execute the Third Amendment to the Agreement with Venco Power Sweeping Incorporated (A-7030) for street sweeping services to extend the agreement expiration date from March 31, 2012 to March 31, 2014, and to increase the total agreement value by $946,616 from $1,724,119 to $2,670,735.

11. SUBJECT: Appropriation of Wastewater Connection Fees from County of Ventura Service Area Number 34 for New Wastewater Services in El Rio for Debt Service Payments. (079)

RECOMMENDATION: Approve a special budget appropriation for Wastewater Connection Fees from County of Ventura Service Area Number 34 in the El Rio area in the amount of $887,115 to Wastewater Collection Connection Fee Fund 613 and $2,361,970.80 to the Wastewater Treatment Connection Fee Fund 623 to be used for debt service payments.

12. SUBJECT: Project Specification No. PW12-13 Hueneme Road Recycled Water Pipe Line Project. (083)
RECOMMENDATION: Approve Project Specification No. PW12-13 for the construction and installation of a section of Phase 2 of the Recycled Water Backbone System along Hueneme Road, from Perkins Road to Olds Road, and authorize staff to solicit bids for the project..

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended. (MacDonald/ Holden) Ayes: Ramirez, Holden, Pinkard, MacDonald, and Flynn.

P. PUBLIC COMMENTS ON REPORTS

Q. APPOINTMENT ITEMS

S. PUBLIC COMMENTS ON STUDY SESSION

T. ADJOURNMENT

At 12:04 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

DR. THOMAS E. HOLDEN
Mayor

Dr. IRENE G. PINKARD
Mayor Pro Tem

MINUTES

OXNARD CITY COUNCIL
Regular Meeting
March 20, 2012

A. ROLL CALL/POSTING OF AGENDA

At 7:06 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers, concurrently with the Housing Authority. Councilmembers Thomas E. Holden, Irene G. Pinkard, Timothy B. Flynn and Carmen Ramirez were present. Councilman Brian MacDonald was absent. The Deputy City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Holden presided and called the meeting to order. Staff members present were: Karen Burnham, Interim City Manager; Alan Holmberg, City Attorney; Lyn Bennett, Deputy City Clerk; and Daniel Martinez, City Clerk.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence. Mayor Holden presided. Additional staff members present were: Daniel Martinez, City Clerk; Geri Williams, Police Chief; Matthew Winegar, Development Services Director; James Cameron, Chief Financial Officer; Grace Magistrale Hoffman, Deputy City Manager; Mike O'Malia, Interim Fire Captain; Martin Erickson, Special Assistant to the City Manager; William "Bill" Wilkins, Housing Director; Michael Henderson, Maintenance Services Manager; Jason Samonte, Traffic Engineer; Ralph Alamillo, Construction Project Manager; Rob Roshanian, Interim Public Works Director; Yvonne Harper, Circulation Supervisor.

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA (30 Minutes)

Comments received from: Dave Morse, Betty VanDiepen, Nancy Lindholm, Rick Conrad, Jackie Lyn Coulombe, Ed Ellis, Larry Stein, Pat Brown, Bert Perello,

G. REVIEW OF INFORMATION/CONSENT AGENDA

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Comments received from: Bert Perello (I-1, I-2, I-3, I-4, I-6 and I-7), Kristy Pollard (I-7), Larry Stein (I-7), Pat Brown (I-6), Jim Gilmer (I-7). The Circulation Supervisor provided comments on I-1(3); The Development Services Director provided information on I-1(2).

I. INFORMATION/CONSENT AGENDA

City Manager Department

1. SUBJECT: Agreements for City Council Review. (001)
RECOMMENDATION: Pursuant to Ordinance 2835, approve and authorize the Interim City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than $25,000 but less than $250,000.

2. SUBJECT: Fourth Amendment to Agreement in the amount of $200,000 for On-Call Soils and Material Testing Services with NV5 dba BTC Labs-Vertical V. (003)
RECOMMENDATION: Approve and authorize the Mayor to execute a Fourth Amendment to the Agreement in the amount of $200,000 for on-call soils and material testing services provided by NV5 dba BTC Labs-Vertical V (4919-09-CM), increasing the non-to-exceed amount from $300,000 to $500,000, and extending the expiration date to October 19, 2013.

Housing Department

3. SUBJECT: Application for Resident Services Coordinator (RSC) Grant. (027)
RECOMMENDATION: Approve and authorize the City Manager to apply for a Resident Services Coordinator grant through the U.S. Department of Housing and Urban Development (HUD).
DISCUSSION: The Housing Director provided comments and would be happy to provide a written presentation to council.

Police Department

4. SUBJECT: Community Oriented Policing Services Hiring Program. (031)
RECOMMENDATION: 1) Authorize the City Manager to submit an application for $500,000 in U.S. Department of Justice (DOJ) grant funds from the Community Oriented Policing Services (COPS) Hiring Program (CHP) for four (4) new entry-level police officer positions; and 2) Authorize the City Manager or designee to appropriate grant funds upon grant award.
DISCUSSION: The Police Chief clarified that additional police officers will be funded by Measure "O".

5. SUBJECT: Resolution Commending Roger Whitney for Twenty-Seven Years of Exemplary Service. (035)
RECOMMENDATION: Adopt the Resolution No.14,147.

Public Works Department

6. SUBJECT: Short Term Service Agreement for Green Material Processing and Recycling Services. (037)
RECOMMENDATION: Approve and authorize the Mayor to execute an Agreement with Agromin Organics Recycling (Agromin) (A-7478) for an amount not to exceed $300,000 for green material processing and recycling services for a six-month term from February 1, 2012 to July 31, 2012.

Recreation and Community Services Department

7. SUBJECT: Allocation of Youth Enrichment Program Grant Awards Utilizing Community Development Block Grant (CDBG) and Measure "O" funding for FY 11-12. (057)
   RECOMMENDATION: 1) Approve the allocation of $35,019 in CDBG Youth Enrichment Program (YEP) funds and $184,230 in Measure "O" funds for a total amount of $219,249 to the following local community based organizations: Boys and Girls Club for $30,000, City Impact Inc. for $54,000, El Centrito Family Learning Centers for $48,000, El Concilio Family Services for $30,000, Food Share for $21,000, and Palmer Drug Abuse Program for $36,249; and 2) Authorize the City Manager or his designee to execute CDBG sub-recipient agreements requiring such groups to provide enrichment programs that target at-risk youth from very low to low income households.

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended (Pinkard/Ramirez) Approved as recommended I-3 (Holden/Ramirez) unanimously. Absent - MacDonald.

J. TRANSMITTAL OF INFORMATION ONLY ITEMS

K. INFORMATION/CONSENT PUBLIC HEARINGS

Development Services Department

1. SUBJECT: Annexation Resolution for SouthShore.
   RECOMMENDATION: Continue to April 17, 2012
   ACTION: Continue item. Approved unanimously. Absent - MacDonald.

ACTION: Mayor Holden declared the public hearing open.
DISCUSSION: The Deputy City Clerk reported on posting, publication and that there were no written communications received.

Housing Department

2. SUBJECT: Second Amendment to the FY 2011-2012 Annual Action Plan. (061)
   RECOMMENDATION: 1) Approve and authorize the City Manager to execute the Second Amendment to the FY 2011-2012 Annual Action Plan reflecting the revisions of the first allocation from the Emergency Shelter Grant program and the updates of the second allocation from the Emergency Solutions Grant (ESG) awards; and 2) Approve the revised ESG allocation in the amount of $187,486.
   DISCUSSION: Eileen Tracy provided comments.
   ACTION: Move to approve (Ramirez/Holden) – unanimously. Absent - MacDonald.

L. PUBLIC HEARINGS

Housing Department

1. SUBJECT: Annual Agency Plan and Capital Fund for Low Rent Public Housing.
   RECOMMENDATION: Continue to March 27, 2012.
   ACTION: Motion to continue (Holden/Ramirez) - unanimously.

M. REPORT OF CITY MANAGER

N. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

O. REPORTS

HOUSING AUTHORITY

At 9:06 p.m. the joint meeting with the Housing Authority concluded.

P. PUBLIC COMMENTS ON REPORTS

Q. APPOINTMENT ITEMS

R. STUDY SESSION

Finance Department

1. SUBJECT: Fiscal Year 2011-12 General Fund Financial Status. (097)
   RECOMMENDATION: Receive an update on the Fiscal Year 2011-12 General Fund financial status.
   DISCUSSION: The Maintenance Service Manager provided information regarding pooling fuel with other Cities.
   ACTION: Receive update.

S. PUBLIC COMMENTS ON STUDY SESSION
Comments received from: Larry Stein, Bert Perello.

T. ADJOURNMENT

At 9:24 p.m. the City Council concurred to adjourn the meeting.

LYN S. BENNETT Deputy City Clerk	DR. THOMAS E. HOLDEN Mayor

MINUTES

OXNARD CITY COUNCIL
Regular Meeting
March 27, 2012

A. ROLL CALL/POSTING OF AGENDA

At 6:17 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers Councilmembers Thomas E. Holden, Irene G. Pinkard, Bryan A. MacDonald, Timothy B. Flynn and Carmen Ramirez were present. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Holden presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Karen Burnham, Interim City Manager; Alan Holmberg, City Attorney; James Cameron, Chief Financial Officer; and Grace Magistrale Hoffman, Deputy City Manager.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

At 6:17 p.m. the City Council recessed to a closed session, pursuant to Government Code section 54956.9(a) to confer with its attorneys. The title and case number of the litigation being discussed is Senko, Marianne v. City of Oxnard, et al., Ventura County Superior Court Case No. 56-2011-00392819-CU-PO-VTA

At 6:59 p.m. the City Council reconvened and recessed to the evening session.

D. OPENING CEREMONIES

At 7:04 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers, concurrently with the concurrently with the Housing Authority, Community Development Successor Agency , and Finance Authority. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence. Mayor Holden presided. Additional staff members present were: Jeri Williams, Police Chief; Rob Roshanian, Interim Public Works Director; William "Bill" Wilkins, Housing Director; Matthew Winegar, Development Services Director; Curtis Cannon, Community Development Director; Carl Lawson, Interim Housing Manager; Michael Henderson, General Services Manager; and Cynthia Daniels, Project Manager.

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

The following individuals provided comments: Steve Nash, Ed Ellis, Sofia Rivera, Martin Jones, Larry Stein, and Bert Perello.

G. REVIEW OF INFORMATION/CONSENT AGENDA

The Development Services Director reviewed the funding from SEC (I-2). The Project Manager commented on reasons for the use of a consultant (I-3). Mayor Pro Tem Pinkard commented on supporting local artists (I-4). The Chief Financial Officer outlined the saving of refinancing water bonds (I-5) and debt payments.

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Received comments from: Bert Perello (I-3 & I-6) and Pat Brown (I-4 & I-6). The Housing Director reviewed housing restrictions.

I. INFORMATION/CONSENT AGENDA

City Manager Department

1. SUBJECT: Agreements for City Council Review. (001)
RECOMMENDATION: Approve and authorize the Interim City Manager to execute the attached agreements/contracts and change orders/amendments.

Development Services Department

2. SUBJECT: Agreement with Southern California Edison for Utility Management System (UMS). (003)
RECOMMENDATION: 1) Approve Agreement with Southern California Edison (SCE) (A-7470) for up to $277,000 to research UMS software and vendors. Installation and utilization are dependent on the research, only if feasible; and 2) Approve a special budget appropriation to recognize the reimbursement of up to $277,000 to the Contributions Trust Fund.

3. SUBJECT: Sixth Amendment to Agreement with URS Energy & Construction Inc. (URS) for Engineering Services for the Rice Avenue/Santa Clara Avenue Interchange Improvement Project at U.S. Highway 101. (007)
RECOMMENDATION: Approve and authorize the Mayor to execute the sixth amendment to the agreement with URS (A-7240) to increase the amount by $292,564 (a total of $1,766,472) for engineering services for the Rice Avenue/Santa Clara Avenue interchange improvement project at U.S. Highway 101.

4. SUBJECT: Authorization to Disburse and Appropriate Revenue from the Public Art Fund. (021)
RECOMMENDATION: 1) Authorize the disbursement of Public Art Fund revenues in the amount of $200,000 for the purpose of providing funding to various cultural arts organizations, programs, and artists; and 2) Approve a one-time appropriation of revenue in the amount of $200,000 from the Public Art Fund.

Finance Department

5. SUBJECT: Water Revenue Refunding Bonds, Series 2012. (023)
RECOMMENDATION: Adopt **Resolution No. 14,148** authorizing the sale, issuance, and delivery of not more than $10,000,000 in principal amount of City of Oxnard Financing Authority Water Revenue Refunding Bonds, Series 2012, and approving certain documents and authorizing certain actions in connection therewith.

Housing Department

6. SUBJECT: Amendment to Resale Restriction Agreement with Peter A. Cortez. (059)

RECOMMENDATION: Approve and authorize the Mayor to execute an Amendment to the Resale Restriction Agreement with Peter A. Cortez (A-7479) for his residence at 2804 Riverpark Blvd., allowing the Cortez family to lease the residence to a low-income family through April 30, 2014.

Police Department

7. SUBJECT: Gang Violence Suppression Grant Award Amendment. (067)
RECOMMENDATION: 1) Accept a grant award amendment in the amount of $84,458 from California Emergency Management Agency (CalEMA) to increase the amount of grant funds awarded to the City from $360,730 to $445,188; and 2) Authorize the Special Budget Appropriation to recognize grant revenue and appropriate funds.

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended. (Holden/Ramirez) Ayes: Pinkard, MacDonald, Flynn, Ramirez, and Holden.

FINANCING AUTHORITY

At 8:02 p.m., the joint meeting with the Financing Authority concluded.

J. TRANSMITTAL OF INFORMATION ONLY ITEMS

1. SUBJECT: Monthly Budget Status Report for the Period Ending February 29, 2012. (071)
RECOMMENDATION: Receive report.
DISCUSSION: Comments from Larry Stein and Martin Jones.
ACTION: Received and filed.

K. INFORMATION/CONSENT PUBLIC HEARINGS

L. PUBLIC HEARINGS

RECESS

At 8:07 p.m., the City Council recessed while the Housing Authority held convened and at 8:51 p.m., the City Council reconvened.

HOUSING AUTHORITY

At 8:51 p.m. the joint meeting with the Housing Authority concluded.

M. REPORT OF CITY MANAGER

1. SUBJECT: Verbal Report on Oxnard Community Development Commission Successor Agency and Status of Redevelopment Activities in the City of Oxnard.
RECOMMENDATION: Receive and consider report.
DISCUSSION: The Community Development Director reviewed communications with other cities and recent State legislative actions.

At 9:03 p.m., Mayor Holden left the meeting and Mayor Pro Tem Pinkard presided.

Received comments from Vincent Daly. The City Attorney outlined the Wagon Wheel situation and the need to work with the Oversight Committee.

The Community Development Director commented on providing communications to tenants at the Wagon Wheel Mobile Home Park and formation of Oversight Committee.

ACTION: Received report and provided comments to staff.

The Interim City Manager announced the hiring of eleven new Police Offices which would be funded by Measure "O".

COMMUNITY DEVELOPMENT SUCCESSOR AGENCY

At 9:26 p.m. the joint meeting with the Community Development Successor Agency concluded.

N. CITY COUNCIL BUSINESS COMMITTEE REPORTS

Councilmembers commented on: discussions (meeting) regarding increasing jobs at local military bases; the post management retirement benefit; animal regulation issues regarding pit bulls; recent State of City address; water usage issues; and the Housing auditor issue.

O. REPORTS

P. PUBLIC COMMENTS ON REPORTS

Q. APPOINTMENT ITEMS

R. STUDY SESSION

S. PUBLIC COMMENTS ON STUDY SESSION

T. ADJOURNMENT

At 9:36 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ City Clerk	DR. THOMAS E. HOLDEN Mayor
	DR. IRENE G. PINKARD Mayor Pro Tem

MINUTES

OXNARD CITY COUNCIL
Regular Meeting
April 3, 2012

A. ROLL CALL/POSTING OF AGENDA

At 6:16 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Thomas E. Holden, Bryan A. MacDonald, Timothy B. Flynn and Carmen Ramirez were present. Mayor Pro Tem Irene G. Pinkard was absent. The City Clerk stated that the agenda was posted on Wednesday in the Library and City Clerk's Office. Mayor Holden presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Karen Burnham, Interim City Manager; Alan Holmberg, City Attorney; James Cameron, Chief Financial Officer; and Grace Magistrale Hoffman, Deputy City Manager.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Comments received from Bert Perello.

C. CLOSED SESSION

At 6:21 p.m. the City Council recessed to a closed session, pursuant to Government Code section 54956.9(b)(3)(B), there is a significant exposure to litigation against the City based upon the following existing facts and circumstances: Possible enforcement action by Regional Water Quality Control Board relating to a September 2, 2011, unintentional by pass of primary and secondary effluent into the Pacific Ocean which occurred as a result of a City wide power failure.

At 7::06 p.m. the City Council reconvened and recessed to the evening session.

D. OPENING CEREMONIES

At 7:07 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers, concurrently with the Community Development Successor Agency. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence for Raymond "Porky" Duran. Mayor Holden presided. Additional staff members present were: Jeri Williams, Police Chief; Michael O'Malia, Interim Fire Chief; Curtis Cannon, Community Development Director; Barbara Murray, Library Director; William "Bill" Wilkins, Housing Director; Matthew Winegar, Development Services Director; Rob Roshanian, Interim Public Works Director; Michael Henderson, General Services Manager; and Kymberly Horner, Redevelopment Project Manager

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Commendation to The Oxnard Friends of the Library Foundation On the Occasion of its 40th Year Anniversary.
DISCUSSION: Mayor Holden introduced Pat Hart, Jaskie Solari, Karen Paskowitz, Radell Mitchell, Jane Aiello of the Friends of the Library Foundation and commented on the history and the many contributions the Library Foundation provides to the community.

2. SUBJECT: Presentation of Proclamation Designating April, 2012 as "Sexual Assault Awareness" Month.
   DISCUSSION: Janine Ivy and Rachel Park, Crisis Response Intervention for Family Harmony, commented on the importance of community awareness.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Comments received from: Harriel Weigel; Preston Davis; Alan Sanders; Larry Stein; Thomas Fitzpatrick; Steve Nash; Ed Ellis; Steve Giloney; Bert Perello; and Pat Brown.

G. REVIEW OF INFORMATION/CONSENT AGENDA

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Comments received from: Larry Stein (I-1); Mike Barber (I-1); and Bert Perello (I-3).

I. INFORMATION/CONSENT AGENDA

City Manager Department

1. SUBJECT: Agreements for City Council Review. (001)
   RECOMMENDATION: Approve and authorize the Interim City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than $25,000 but less than $250,000.
   ACTION: Approved as recommended with the removal of items 5 and 6.

2. SUBJECT: GS12-04 Durley Park Concession Building Renovation Project. (005)
   RECOMMENDATION: Approve the appropriation of funds in the amount of $100,000 to commence the design for the Durley Park Concession Building Renovation Project (Project Specification GS12-04). The improvements will consist of renovating the existing structure which includes the concession, restrooms, adjacent recreation rooms, batting cage, and minor improvements. The project is located at 850 W. Hill Street.

Public Works Department

3. SUBJECT: Sewer System Management Plan. (009)
   RECOMMENDATION: 1) Approve the Sewer System Management Plan (SSMP); and 2) Authorize the Interim City Manager to make routine updates to the SSMP as necessary.

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended with removal of items 5 and 6 of I-1. (Flynn/Ramirez) Ayes: MacDonald, Flynn, Ramirez, and Holden. Absent: Pinkard.

J. TRANSMITTAL OF INFORMATION ONLY ITEMS

K. INFORMATION/CONSENT PUBLIC HEARINGS

L. PUBLIC HEARINGS

M. REPORT OF CITY MANAGER

1. SUBJECT: Verbal Report on Oxnard Community Development Commission Successor Agency and Status of Redevelopment Activities in the City of Oxnard.
RECOMMENDATION: Receive and consider report, provide suggestions for Ventura County Board of Supervisors final County appointment to Oversight Board.
DISCUSSION: The Community Development Director updated the City Council on the process and selection of Oversight Committee members.

Comments received from Pat Brown and Bert Perello.

ACTION: Received the report.

The Interim City Manager informed the City Council that the meeting of April 10, 2012 may be canceled due to only having one item was scheduled at this time.

COMMUNITY DEVELOPMENT SUCCESSOR AGENCY

At 8:42 p.m. the joint meeting with the Community Development Successor Agency concluded.

N. CITY COUNCIL COMMITTEE REPORTS

Councilmembers commented on: upcoming Earth Day; Cesar Chavez celebration activities; need for an infrastructure report; downtown safety and activities including Police Officer interaction with young individuals attending the theatre.

O. REPORTS

P. PUBLIC COMMENTS ON REPORTS

Q. APPOINTMENT ITEMS

R. STUDY SESSION

S. PUBLIC COMMENTS ON STUDY SESSION

T. ADJOURNMENT

At 8:49 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

DR. THOMAS E. HOLDEN
Mayor

MINUTES

OXNARD CITY COUNCIL
Regular Meeting
April 10, 2012

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

DR. THOMAS E. HOLDEN
Chairperson

MINUTES

OXNARD CITY COUNCIL
Special Meeting
February 28-29, 2012

A. ROLL CALL/POSTING OF AGENDA

At 5:22 p.m., the special meeting of the Oxnard City Council at Marriot at River Ridge, 2101 West Vineyard Avenue, Oxnard for a Strategic Planning Workshop. Councilmembers Thomas E. Holden, Irene G. Pinkard, Bryan A. MacDonald, Timothy B. Flynn and Carmen Ramirez were present. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Holden presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate; Karen Burnham, Interim City Manager; Alan Holmberg, City Attorney; Jeri Williams, Police Chief; James Cameron, Chief Financial Officer; Rob Roshanian, Interim Public Works Director; Grace Magistrale Hoffman, Deputy City Manager; and Gary Winters, facilitator from The Centre for Organization Effectiveness. The meeting opened with the pledge of allegiance to the flag of the United States and moment of silence for Dorothy Maron, former Councilmember.

B. PUBLIC COMMENTS

The following individuals provided comments: Steve Nash; William Terry; Ellen Tracy; Jim Lavery; Dr. Don Thiberault; George Sorkin; Theaodora Davitt-Corayn; Joseph Edward Scogin; Margaret Cortese; Pat Brown; Larry Godwin; Shirley Godwin; and Larry Stein.

C. STUDY SESSION

The facilitator reviewed City accomplishments, the mission statement, Strategic Planning Workshop history and past highlights of workshop actions. He began the process of the Council identifying and having discussion of key issues.

The City Council discussed accomplishments, concerns, goals and public expectations of the City including use of social media, job issues, branding program, redevelopment issues, transparent government and view of Oxnard.

RECESS

At 7:28 p.m., the City Council concurred to recess and at 7:49 p.m., the City Council reconvened.

The City Council discussed programs that should be started, stopped and continued including support of small business, continue recycling, street improvement, City store, Ormond Beach development, Code Compliance program and Measure "O".

D. ADJOURNMENT

At 8:21 p.m., the City Council concurred to recess and at 5:33 p.m. (February 29, 2012), the City Council reconvened.

A. ROLL CALL/POSTING OF AGENDA

At 5:33 p.m., the special meeting of the Oxnard City Council at Marriot at River Ridge, 2101 West Vineyard Avenue, Oxnard for a Strategic Planning Workshop. Councilmembers Thomas E. Holden, Irene G. Pinkard, Bryan A. MacDonald, Timothy B. Flynn and Carmen Ramirez were present. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Holden presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate; Karen Burnham, Interim City Manager; Alan Holmberg, City Attorney; Jeri Williams, Police Chief; James Cameron, Chief Financial Officer; Rob Roshanian, Interim Public Works Director; Grace Magistrale Hoffman, Deputy City Manager; and Gary Winters, facilitator from The Centre for Organization Effectiveness. The meeting opened with the pledge of allegiance to the flag of the United States and moment of silence.

B. PUBLIC COMMENTS

The following individuals provided comments: Steve Nash; Pat Brown; Larry Stein; Roy Prince; and Gloria Roman.

C. STUDY SESSION

The facilitator continued to discuss key City issues and setting priorities.

The City Council discussed programs that should be focused on including budget; public safety; clean-up of the former Halaco site; parks, regional transportation, street improvement, youth needs, senior needs, safe housing, civil engagement and the support of local businesses.

RECESS

At 7:16 p.m., the City Council concurred to recess and at 7:29 p.m., the City Council reconvened.

The Council established their priorities with the following top priorities: 1) balancing the budget; 2) ethics in government; 3) Community Development Successor Agency issues; 4) Public Safety; 5) Safe Housing; 6) Enterprise Zone; 7) transportation issues: and 8) branding program.

The Interim City Manager stated staff would work on the priorities of the City Council.

The City Council also discussed the agenda process including receiving agenda information earlier for review, the order of agenda items and having more study sessions.

E. ADJOURNMENT

At 7:50 p.m., the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

THOMAS E. HOLDEN
Mayor

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 4/17/2012

ACTION	TYPE OF ITEM
☐ Approved Recommendation	■ Info/Consent
☐ Ord. No(s). ______	☐ Report
☐ Res. No(s). ______	☐ Public Hearing (Info/consent)
☐ Other ______	☐ Other ______

Prepared By: Karen R. Bunham, Interim City Manager Agenda Item No. I-2

Reviewed By: City Manager KRB City Attorney DM Finance JC Other *(Specify)*

DATE: April 11, 2012

TO: City Council

FROM: Karen R. Burnham, Interim City Manager
City Manager's Office

SUBJECT: **Agreements for City Council Review**

RECOMMENDATION

That City Council, pursuant to Ordinance 2835, approve and authorize the City Manager, to execute the agreements/contracts and change orders/amendments in amounts more than $25,000 but no more than $250,000, which are described on the attached list.

DISCUSSION

On November 16, 2010, the City Council approved changes to the City's Purchasing Procedures reducing the threshold for City agreements/contracts and change orders/amendments requiring City Council approval to $25,000. The agreements/contract and change orders/amendments described on the attached list involve amounts above $25,000 and up to $250,000.

FINANCIAL IMPACT

Funding information is included on the attached list.

Attachment - #1 – List of Agreements/Contracts and/or Change Orders/Amendments

NOTE: Copies of the agreement/contracts and change orders/amendments on the list are available in the City Clerk's Office after 8:00 a.m. on Monday prior to the Council meeting.

Item No.	Type	Department/Contact	Vendor/Agreement No.	Description/Purpose	Amount		
1	Agreement	**Development Services** Cynthia Daniels 385-7871	**Jensen Design & Survey, Inc.** Agreement No. 5727-12-DS	**Rice Avenue/Santa Clara Avenue Interchange at Hghway 101** Land surverying services for construction and post-construction Rice Avenue and Santa Clara Avenue Interchange. This additional work is required after construction to provide a record of survey to CalTrans in order to transfer the right of way acquired for the freeway. **Total Amount of Contract: $50,589** **Funding Source: Federal Grants and Project Funding**	$50,589		
2	Change Order	**Public Works** Lou Balderrama 340-5358	**McCarthy Building, Inc.** Agreement No. A.7259	**Advanced Water Purification Facility - Change Order No. 83** Provides for costs associated with the unforseen groundwater encountered while excavating the tie-in to the existing sewer manhold. **Total Contract Amount: $55,224,764** **Funding Source: Grants and Water Bond Funds**	$39,313		
3	Change Order	**Public Works** Lou Balderrama 340-5358	**McCarthy Building, Inc.** Agreement No. A.7259	**Advanced Water Purification Facility - Change Order No. 84** Provides for costs associated with electrical changes for the Microfiltration System and costs associated with the Devicenet Design. **Total Contract Amount: $55,277,721** **Funding Source: Grants and Water Bond Funds**	$52,957		
4	Amendment	**City Manager's Office** Christina Aerenlund 385-7593	**Custom Printing Corporation** Agreement No. 4929-09-CM	**Printing and Mailing Services** To provide printing and mailing services as needed by the Public Information Office for community outreach efforts. **Total Contract Amount: $105,000** **Funding Source: Charged off to each project as approved by individual Department/Division**	$70,000		

Item No.	Type	Department/Contact	Vendor/Agreement No.	Description/Purpose	Amount		
5	**Original**	**City Manager's Office**	**TKC Enterprise, Inc.**	**Re-Entry Program Consulting**	**$59,253**		
	Agreement	Grace Magistrale	Agreement No. 5750-12-CM	To develop a strategic plan, implementation			
		Hoffman		strategy and sustainability options for a			
		385-7445		re-entry program under the Second Chance			
				Grant.			
				Total Contract Amount: $59,253			
				Funding Source: Grant Funds and County			
				of Ventura Funding			

ATTACHMENT #
PAGE 2 OF 2

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 4/17/2012

ACTION	TYPE OF ITEM
☐ Approved Recommendation	x Info/Consent
☐ Ord. No(s). ______	☐ Report
☐ Res. No(s). ______	☐ Public Hearing (Info/consent)
☐ Other ______	☐ Other ______

Prepared By: Cynthia Daniels CD Agenda Item No. I-3

Reviewed By: City Manager City Attorney Finance Other *Winegar*

DATE: April 2, 2012

TO: City Council

FROM: Cynthia Daniels, Project Manager Cynthia Daniels
Development Services Department

SUBJECT: **Fourth Amendment to Agreement with AECOM Technical Services, Inc. (AECOM) for the Rice Avenue/Santa Clara Avenue Interchange Improvement Project at U.S. Highway 101**

RECOMMENDATION

That City Council approve and authorize the Mayor to execute a fourth amendment to the agreement with AECOM to increase the amount by $80,781.76 (a total of $3,767,574.99) to provide construction management services for the Rice Avenue/Santa Clara Avenue interchange improvement project at U.S. Highway 101 (Agreement No. A-7235).

DISCUSSION

The City Council approved the agreement with AECOM (formerly LAN) on December 8, 2009. AECOM's services include construction management, project coordination, schedule management, construction inspection, and material testing during the construction of the Rice Avenue/Santa Clara Avenue interchange improvements at Highway 101. The first amendment to the agreement added fees and staff to implement the mitigation measures and environmental monitoring, inspection staff for the large water line, and other changes related to the inspection and materials testing laboratory. LAN assigned the agreement to AECOM in the second amendment to the agreement on September 22, 2010. The third amendment added fees and staff for land surveying, Native American monitors required by the mitigated negative declaration, and inspectors for the water line installation. The fourth amendment adds fees for additional Native American monitoring required by the mitigated negative declaration, adds fees for materials testing and laboratory costs for additional work due to the project delay, and extends the termination date. The majority of expenses are extra work related to the delay in the construction due to the errors or omissions of the designer, URS Energy and Construction (URS), about the impact of ground settlement on the underground utilities. Staff anticipates the city will file a claim against URS to recover all costs related to design errors resulting in unexpected changes due to the ground settlement. The fourth amendment extends the termination date from December 30, 2012 to June 30, 2013.

FINANCIAL IMPACT

The cost of the agreement is increased by $80,781.76 for a total of $3,767,574.99. There are sufficient funds in "Highway 101 – Rice Interchange" Project No. 873114 to fund this request. The project is funded by federal and state grants, and several city sources.

CD

Attachment #1 - Fourth Amendment to Agreement A-7235

Agreement No. A-7235

FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Fourth Amendment ("Fourth Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this day of , 2012, by and between the City of Oxnard, a municipal corporation ("City"), and AECOM Technical Services, Inc. ("Consultant"). This Fourth Amendment amends the Agreement entered into on December 8, 2009, by City and Consultant. The Agreement was amended on July 27, 2010 by a First Amendment, on September 22, 2010 by a Second Amendment, and on July 26, 2011 by a Third Amendment.

City and Consultant agree as follows:

1. In Section 1 of the Agreement, Exhibit A is supplemented by Exhibit A-3, attached hereto and incorporated herein by reference.

2. In Section 8 of the Agreement, Exhibit B is supplemented by Exhibit B-2, attached hereto and incorporated herein by reference.

3. In Section 12 of the Agreement, the date "December 31, 2012" is deleted and replaced with the date "June 30, 2013."

4. In Section 14a of the Agreement, the figure "$3,686,793.23" is deleted and replaced with the figure "$3,767,574.99." In Section 14a of the Agreement, Exhibit C is supplemented by Exhibit C-3, attached hereto and incorporated herein by reference.

5. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

Dr. Thomas E. Holden, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

CONSULTANT

Peter Ho, Vice-President
AECOM Technical Services, Inc.

APPROVED AS TO INSURANCE:

James Cameron, Risk Manager

APPROVED AS TO CONTENT:

Matthew Winegar, Development Services Director

APPROVED AS TO AMOUNT:

Karen R. Burnham

Karen R. Burnham, Interim City Manager

ATTACHMENT 1

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AECOM

AECOM
2011 Auto Center Dr, Suite 116
Oxnard, CA 93030
www.aecom.com

805-485-6590 tel
805-485-6797 fax

EXHIBIT A-3

Scope of Services

Construction Management for Rice / Santa Clara Interchange Over Highway 101

Amendment No. 4

March 7th, 2012

Scope of Work

Consultant shall conduct the following:

1. Material Testing required to complete the project

Out of sequence work, utility issues, and settlement impacts have caused material testing operations to increase in scope. Piecemeal work at Santa Clara and at Auto Center Dr, piecemeal Portland Cement Concrete (PCC) / Asphalt Concrete (AC) paving at various locations, additional waterline work, and re-compaction of fill removals, have created additional need for material testing on the project and laboratory hours.

Description of remaining work to be done:

a) MSE wall 226 - embankment.
b) Rice Ave (west side) embankment.
c) R5 (loop on-ramp) construction
d) Paving west side of Rice/Santa Clara Ave, R2 (N/B) on ramp, R5 (Loop onramp), cap V1, and Rice/Santa Clara Ave. and Ventura Blvd east. including plant inspection (2 people)
e) Bridge work (Concrete pours) including plant inspection (2 people)
f) Sewer work on Ventura Blvd (West)

2. Native American Monitoring

Settlement issues and re-staging of the project in order to mitigate some of the delays (utility relocation, redesign, settlement, etc) have caused the contractor to take longer than planned on excavations. Excavation and grading operations require a Native American Monitor to be present. Consultant considers these impacts as extra work that could not be budgeted at the beginning of this project.

Description of remaining work to be done:

a) Monitor excavation for abutments, only if it is new excavation below fill

b) Monitor excavation for MSE wall 226 , only if it is new excavation below fill
c) Monitor excavation for sewer on Ventura Blvd west, only if it is new excavation
d) Monitor excavation for loop onramp, only if it is new excavation below fill
e) Monitor excavation for bioswales, only if it is new excavation below fill

AECOM

AECOM
2011 Auto Center Dr, Suite 116
Oxnard, CA 93030
www.aecom.com

805-485-6590 tel
805-485-6797 fax

EXHIBIT B-2

Schedule of Work

Construction Management for Rice / Santa Clara Interchange Over Highway 101

Amendment No. 4

March 7th, 2011

Schedule of Work

1. Material Testing Services

Seven months (7) of additional work, February 2012 to August 2012. Material Testing work will be used as-needed when required by the contractor's operations.

2. Native American Monitoring

Twelve weeks (12) of additional of work needed. Native American Monitors will be used as-needed during new excavations.

Exhibit C-3

Local Assistance Procedures Manual Exhibit 10-H

Rice Avenue / Santa Clara Avenue Interchange Improvements at Highway 101

CONTRACT NO. A-7235 **3/7/2012**

Prime Consultant: AECOM

DIRECT LABOR (SPECIFY)

Classification	Name	Range		Hours	Hourly Rate Year Ending 2012	Total
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					$ -	$ 0.00
					$ -	$ 0.00
					$ -	$ 0.00
					$ -	$ 0.00
					$ -	$ 0.00
						$ 0.00

Subtotal Direct Labor Costs		$ 0.00
Anticipated Salary Raise : (N/A)		$ 0.00
Total Direct Labor Costs		$ 0.00
Indirect Rate (Fringe Benefits + Overhead + General and Administrative) Rate	121.8%	$ 0.00
Fee (Profit)	10%	$ 0.00
Other Direct Costs		
Travel Costs (Form 60-2)		$ 0
Equipment and Supplies (Form 60-2)		$ 0.00
All Other Direct Costs (See Form 60-2)		$ 0.00
Total Other Direct Costs		$ 0.00
Total SubContractor Costs (attach detailed cost estimate for each subcontractor)		$ 80,781.76
Subcontractor Adminstration		$
TOTAL COST (Not to Exceed)		$ 80,781.76

AECOM does not add mark-up on subs

Local Assistance Procedures Manual Exhibit 10-H

Rice Avenue / Santa Clara Avenue Interchange Improvements at Highway 101

CONTRACT NO. A-7235

3/7/2012

Sub Contractor: R. Indigineous Consultants

DIRECT LABOR (SPECIFY)

Classification	Name	Range		Hours	Hourly Rate Year Ending 2012	Total
Native American Monitor	Randy Guzman Folkes	1/1/2012	6/30/2012	120	$25.00	$ 3,000.00
Native American Monitor	Joe Calderon	1/1/2012	6/30/2012	120	$25.00	$ 3,000.00
Native American Monitor	Steve Villa	1/1/2012	6/30/2012	120	$25.00	$ 3,000.00
Native American Monitor	Thomas Hammer	1/1/2012	6/30/2012	120	$25.00	$ 3,000.00
						$ 0.00

Subtotal Direct Labor Costs		$ 12,000.00
Anticipated Salary Raise		$ 0.00
Total Direct Labor Costs		$ 12,000.00
Indirect Rate (Fringe Benefits + Overhead + General and Administrative) Rate	103.1%	$ 12,372.00
Fee (Profit)	8.0%	$ 1,949.76

Other Direct Costs

Travel Costs (Form 60-2)	$ 0
Equipment and Supplies (Form 60-2)	$ 0.00
All Other Direct Costs (See Form 60-2)	$ 0.00
Total Other Direct Costs	$ 0.00
TOTAL COST (Not to Exceed)	$ 26,321.76

AECOM does not add mark-ups on subs

Native American Monitoring scope increased due to utility relocation and settlement issues out of sequence work

Local Assistance Procedures Manual Exhibit 10-H

Rice Avenue / Santa Clara Avenue Interchange Improvements at Highway 101

CONTRACT NO. A-7235

3/7/2012

DIRECT LABOR (SPECIFY)

Classification	Name	Range		Hours	Hourly Rate Year Ending 2012	Total
Materials Tester	Steve Perez	2/1/2012	8/31/2012	220	$99.00	$ 21,780.00
Materials Tester	Alvin Perlas	2/1/2012	8/31/2012	220	$99.00	$ 21,780.00
						$ 0.00
						$ 0.00
						$ 0.00
Subtotal Direct Labor Costs						**$ 43,560.00**
Anticipated Salary Raise						**$ 0.00**
					Total Direct Labor Costs	**$ 43,560.00**
Indirect Rate (Fringe Benefits + Overhead + General and Administrative) Rate					**0.0%**	**$ 0.00**
Fee (Profit)					**0.0%**	**$ 0.00**
Other Direct Costs						
					Travel Costs (Form 60-2)	**$ 0**
					Equipment and Supplies (Form 60-2)	**$ 0.00**
					All Other Direct Costs (See Form 60-2)	**$ 10,900.00**
					Total Other Direct Costs	**$ 10,900.00**
					TOTAL COST (Not to Exceed)	**$ 54,460.00**

Material testers are paid prevailing wage

Material Testers are part of Group 1 under the prevailing wage determinations made by the Director of Industrial Relations

All additional contributions to meet the prevailing wage requirements are made directly to the union (see certified payrolls)

Material Testing scope increased due to utility relocation and settlement issues out of sequence work

Local Assistance Procedures Manual Exhibit 10-H

Other Direct Cost (ODC)

Rice Avenue / Santa Clara Avenue Interchange Improvements at Highway 101

CONTRACT NO. A-7235

March 7, 2012

OTHER DIRECT COSTS SCHEDULE				
ITEM DESCRIPTION	Unit	Unit Cost	Quantity	Total Estimate
Lab Testing				$ 10,900.00
		SubConsultant ODC		**$ 10,900.00**

Notes:

1. All ODC other than Laboratory Equipment and Lab Testing Fees will be billed Actual Costs with Outside Vendors Invoice

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 4/17/2012

ACTION	TYPE OF ITEM
☐ Approved Recommendation	■ Info/Consent
☐ Ord. No(s). ______	☐ Report
☐ Res. No(s). ______	☐ Public Hearing (Info/consent)
☐ Other ______	☐ Other ______

Prepared By Soher Abdelmalik, Traffic Engineering Agenda Item No. I-4

Reviewed By: City Manager City Attorney Finance Public Works

DATE: April 5, 2012

TO: City Council

FROM: Matthew Winegar, Development Services Director

SUBJECT: **Approval of Award of Contract for DS12-01 Intelligent Transportation System (ITS) Project**

RECOMMENDATION

That City Council:

1. Approve the award of a contract to Sully-Miller Contracting Co. in the amount of $2,814,617.00 for the citywide installation of the Intelligent Transportation System (ITS) project.

2. Authorize the Mayor to execute the contract upon receipt of all supporting contract documents.

DISCUSSION

On October 11, 2011, the City Council approved the plans and specifications for DS12-01 the citywide installation of the Intelligent Transportation System (ITS) project, and authorized staff to solicit bids for this project. The bid opening was held on February 22, 2012 and eight bids were received. The lowest responsible bidder was Sully-Miller Contracting Co. of Brea, CA. for $2,814,617.00

The project will install new conduit citywide, a fiber optic backbone capable of supporting gigabyte Ethernet communications, upgrade traffic signal equipment to support Ethernet communications, install traffic surveillance cameras, and install battery back-up systems at various locations. The project will provide a communication link between the City Transportation Management Center (TMC), the Oxnard Police Department, the County of Ventura, and California Department of Transportation (Caltrans).

FINANCIAL IMPACT

Funding is available for project 093108 from the half cent sales tax (fund 104) and Circulation System Improvement Fees (fund 354) Funds, and will be used to fund this project.

SAM/sam

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 04 / 17 / 12

ACTION	TYPE OF ITEM
☐ Approved Recommendation	■ Info/Consent
☐ Ord. No(s). ______	☐ Report
☐ Res. No(s). ______	☐ Public Hearing (Info/consent)
☐ Other ______	☐ Other ______

Prepared By: Jason M. Samonte ______ Agenda Item No. I-5

Reviewed By: City Manager ______ City Attorney ______ Finance ______ Development Services Director ______

DATE: April 3, 2012

TO: City Council

FROM: Jason M. Samonte, Traffic Engineer
Development Services Department

SUBJECT: Second Amendment to Agreement with Iteris, Inc. for Engineering Services for the Intelligent Transportation System (ITS) Construction Integration.

RECOMMENDATION

That City Council approve and authorize the Mayor to execute the second amendment to the agreement with Iteris, Inc. to increase the amount by $1,374,667 (a total cost of $2,125,942) and to extend the term of the agreement to December 1, 2013 for engineering services for the ITS construction integration phase (Agreement No. 5217-10-DS).

DISCUSSION

The City Council approved Agreement No. 5217-10-DS on November 1, 2010 and the first amendment on May 31, 2011. The scope of work in the original agreement included both the preparation of engineering plans and construction integration for the ITS. Construction integration includes procurement of equipment, oversight of construction, and integration of equipment. The initial cost included the preparation of engineering plans only because construction integration estimates relied on the final and approved engineering plans. The first amendment extended the term of the agreement to June 30, 2012. The second amendment will extend the term to December 1, 2013 in order to encompass the construction phase of the ITS and will increase the cost to include the construction integration phase.

FINANCIAL IMPACT

The cost of the agreement is increased by $1,374,667 for a total cost of $2,125,942. There are sufficient funds in the "ITS Construct Traffic Management Center (TMC) & Sections 1 & 2", Project No. 093108 to fund this request. The project is funded by Measure O Funds and Circulation System Improvement Fee (CSIF) Funds.

JMS/jms

Attachment #1 - Second Amendment to Agreement for Consulting Services, No. 5217-10-DS

Agreement No. 5217-10-DS

SECOND AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This Second Amendment ("Second Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 12th day of March, 2012, by and between the City of Oxnard, a municipal corporation ("City"), and Iteris, Inc. ("Consultant"). This Second Amendment amends the Agreement entered into on November 1, 2010, by City and Consultant. The Agreement previously has been amended on May 31, 2011, by a First Amendment.

City and Consultant agree as follows:

1. In section 12 of the Agreement, Term of Agreement, the date "June 30, 2012" is replaced by the date "December 1, 2013".
2. Subsection a of section 14 of the Agreement is amended as follows:
   a. The figure "751,275" is replaced by the figure "2,125,942".
   b. Exhibit C is supplemented by Exhibit C1, attached hereto and incorporated herein by this reference.
3. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD:

Dr. Thomas E. Holden, Mayor

ITERIS, INC.

~~Alan Clelland, Sr.~~ Vice President WESTERN REGION
SCOTT CARLSON

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:

James Cameron

James Cameron, Risk Manager

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO AMOUNT:

Karen R. Burnham

Karen R. Burnham
Interim City Manager

APPROVED AS TO CONTENT:

Soher Abdel-Malik, Project Manager
Associate Traffic Design Engineer

ATTACHMENT 1
PAGE 1 OF 2

EXHIBIT C1

COMPENSATION

City of OXNARD
OXNARD Phase 3 - Integration Scope of Work
Proposed Cost Estimate - Integration
Date: September 8, 2011

TASK		Scott Carlson, P.E. Project Manager	Paul Frisile Design Lead	George Gener Integration Lead	Gabe Murillo Project Engineer	Llency Aquino Project Engineer	Alicia Yang Project Engineer	Braulio Ramerez Project Engineer	Naree Kim Project Engineer	Sai Chundi Project Engineer	Stuart Hunter Project Engineer	Admin Staff	HOURS	COST
		STAGE 2 - CONSTRUCTION INTEGRATION												
		Staff												
	FY11 Rate	$180.00	$145.00	$180.00	$180.00	$110.00	$140.00	$110.00	$125.00	$125.00	$110.00	$90.00		
Task 0	Project Management	80	0	0	0	0	0	0	0	0	0	60	140	$19,800
	Project Management	80										60	140	$19,800
Task 4	Phase 2 Hardware + TMC construction	NO ITERIS LABOR IN THIS TASK											0	$ 918,747
Task 4.1	Field Hardware													
Task 4.2	TMC Hardware and Software												0	$ 689,733
	Shipping and Handling												0	$114,926
	Sales Tax												0	$70,408
													0	$43,681
Task 5	Integration	40	60	408	100	408	220	328	340	180	548	0	2632	$344,380
Task 5.1	Integration	16	40	160	68	136	120	200	240	120	296	0	1396	$181,040
Task 5.2	TMC Implementation	16	20	128	32	132	60	88	20	20	212	0	728	$95,500
Task 5.3	Test Plan			40		40	40		40				160	$22,200
Task 5.4	Acceptance Testing			40		60		40	40	40	40		260	$32,600
Task 5.5	Training	8		40		40							88	$13,040
Task 6	Construction Management Support	42	80	0	24	0	0	20	20	0	80	0	266	$36,980
	Support During Construction	30	60		24			20	20		40		194	$27,520
	Construction Close Out/Punch List/As Builts	12	20								40		72	$9,460
Task 7	Warranty Support Services	8	48	0	44	40	0	0	0	0	80	0	220	$29,520
	Implement VPN		40		24						40		104	$14,520
	Warranty Support	8	8		20	40					40		116	$15,000
	Total Hours Labor	170	188	408	168	448	220	348	360	180	708	60	3038	
													Total Labor	$430,680
													Total Hardware and Systems	$918,747
													ODCs (Travel, expenpenses,etc.)	$25,240
													Total Project Cost	$1,374,667

ATTACHMENT 1
PAGE 2 OF 2

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 04/17/12

ACTION	TYPE OF ITEM
☐ Approved Recommendation	X Info/Consent Report
☐ Ord. No(s). ______	☐ Public Hearing (Info/consent)
☐ Res. No(s). ______	☐ Other ______
☐ Other ______	

Prepared By: Sofia Balderrama Agenda Item No. I-6

Reviewed By: City Manager City Attorney Finance Other *(Specify)*

DATE: April 3, 2012

TO: City Council

FROM: Sofia Balderrama, Management Analyst III
Recreation and Community Services

SUBJECT: **Agreement with the Oxnard School District to Receive Grant Funds for the City's Participation in the State Funded After School Education and Safety Program in FY 12-13**

RECOMMENDATION

That City Council:

Approve and authorize the Mayor to execute an agreement (Contract No. A- 7410) with the Oxnard School District for the City to receive an amount not to exceed $2,000,000 for providing after school services as part of the California Department of Education's After School Education and Safety (ASES) Program at 20 schools in FY12-13, containing an option to renew the agreement annually.

DISCUSSION

As background, the Oxnard School District is a grant recipient of the California Department of Education After School Partnership's After School Education and Safety (ASES) Program. ASES is the result of the 2002 voter approved initiative, Proposition 49. The proposition amended the California Education Code to expand and rename the former "Before and After School Learning and Safe Neighborhood Partnerships Program."

Through the ASES Program, the state funds the establishment of local after school education and enrichment programs. These programs are created through partnerships between schools and local community resources to provide literacy, academic enrichment and safe constructive alternatives for students in kindergarten to ninth grade. For FY 12-13, the Oxnard School District anticipates receiving $2.45 million to provide the ASES Program at seventeen elementary schools and three junior highs.

The ASES Program design incorporates the following two elements which integrate with the school's curriculum, instruction, and learning support activities including:

1. Educational Enrichment Element: This element offers an array of additional services, programs, and activities that reinforce and complement the school's academic program. Educational enrichment may include but is not limited to, positive youth development strategies, recreation and prevention activities. Such activities may involve the visual and

performing arts, music, physical activity, health/nutrition promotion, and general recreation; career awareness and work preparation activities; community service-learning; and other youth development activities based on student needs and interest.

2. Educational and Literacy Element: This element provides tutoring and/or homework assistance designed to help students meet state standards in one or more of the following core academic subjects: reading/language arts, mathematics, history and social studies, or science.

Through a competitive RFP process last year, the Oxnard School District awarded the City's Recreation and Community Services $2.1 million to serve as the main operator of the state funded ASES program, called Oxnard Scholars Program.

In FY 11-12 the cost of delivering the state funded Oxnard Scholars Program at twenty school sites was estimated at $2,525,940. This total included $2,100,000 in grant funds and a City match in the amount of $425,940. Over 2,200 students have been enrolled in the program.

For FY 12-13, the budget for the Oxnard Scholars Program includes $2,000,000 in state ASES grant funds and a City match in the amount of $425,940. The difference of $100,000 between the FY11-12 grant award and next years is primarily due to the Oxnard School District decision to set aside monies in their own budget to pay for the Oxnard Scholars programs bus transportation and school aides that will assist the special needs students in the program. Enrollment for the program is projected to reach over the 2,200 students for the year.

If approved in the City's annual budget process in FY 12-13, the Recreation and Community Services budget would include $225,000 in after school programming funding already targeted for this program and $200,940 in-kind contributions.

FINANCIAL IMPACT

If approved, the recommended FY12-13 budget will include $105,000 in CDBG funds, $120,000 in General Fund and $200,940 in in-kind contribution, and $2,000,000 in state grant funds (272-5300).

SB:mmn

Attachment #1 - Agreement No. A-7410 with the Oxnard School District

OXNARD SCHOOL DISTRICT

Agreement #12-01

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into as of this 18th day of April, 2012 by and between the Oxnard School District ("District") and the City of Oxnard ("Consultant"). District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services, as defined and described particularly on **Exhibit A**, attached to this Agreement.

B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.

C. The Parties desire to formalize the selection of Consultant for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals and Exhibits**. The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.

2. **Term of Agreement**. Subject to earlier termination as provided below, this Agreement shall remain in effect from July 1, 2012 to and including June 30, 2013 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

3. **Time for Performance**. The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services. If the grant award changes, the City and the District agree to amend Exhibit A as it relates to funding levels, services and expectations.

4. **Compensation and Method of Payment**. Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** "Compensation". The total compensation, including reimbursement for actual expenses, shall not exceed Two Million Dollars ($2,000,000.00) plus reimbursement for supplemental ASES funded grant activities as outlined in Exhibit A, #B6. If the grant award changes, the costs will be amended accordingly.

a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.

b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.

c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

5. **Termination**. This Agreement may be terminated at any time by mutual agreement of the Parties or by either Party as follows:

a. District may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or

b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.

6. **Inspection and Final Acceptance**. District may, at its discretion, inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when within sixty (60) days after submitted to District. If District does not reject work by a timely written explanation, Consultant's work shall be deemed to have been accepted. District's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant's work by District shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to indemnification and insurance provisions.

7. **Default**. Failure of Consultant to perform any Services or comply with any provisions of this Agreement may constitute a default. The District may give notice to Consultant of the default and the reasons for the default. District shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of the notice until the default is cured. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, at the discretion of the District. During the period of time that Consultant is in default, the District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the District may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the District may terminate this Agreement as provided above. Any failure on the part of the District to give notice of the Consultant's default shall not be deemed to result in a waiver of the District's legal rights or any rights arising out of any provision of this Agreement.

8. **Ownership of Documents**. All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement (collectively and individually, the "Documents") shall

become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such Documents.

9. **Use of Documents by District**. If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Consultant's guarantees and warrants related to Standard of Performance under this Agreement shall not extend to such use of the Documents.

10. **Consultant's Books and Records**. Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement for a minimum of three years after termination or expiration of this Agreement, or longer if required by law.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement.

b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to the District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

11. **Independent Contractor**. Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of District.

a. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.

b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

12. **Standard of Performance**. Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement,

Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

13. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement shall be considered confidential. Consultant shall not release or disclose any such information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of the District, except as may be required by law.

a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the work performed hereunder.

b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

14. **Conflict of Interest; Disclosure of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.

a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.

b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [____] does [X] does not qualify as a "designated employee".

______ (Initials)

c. Consultant agrees to notify the Superintendent, in writing, if Consultant believes that it is a "designate employee" and should be filing financial interest disclosures, but has not been required to do so by the District.

______ (Initials)

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

a. Without limiting the generality of the foregoing, Consultant shall comply with any applicable fingerprinting requirements as set forth in the Education Code of the State of California.

______ (Initials)

16. **Unauthorized Aliens**. Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ "unauthorized aliens" as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.

17. **Non-Discrimination**. Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

18. **Assignment**. The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the Board of Directors of the District. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

19. **Subcontracting**. Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of the District. The Consultant shall be as fully responsible to the District for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by him/her, as if the acts and omissions were performed by him/her directly.

20. **Continuity of Personnel**. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement.

a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing services under this Agreement.

b. Consultant shall notify District of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance. The list notice shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the services described herein; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement.

21. **Indemnification.**

a. Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officials, elected board members, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

b. Indemnification for Other than Professional Liability. To the full extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.

c. Indemnification for Other than Professional Liability. To the full extent permitted by law, District shall indemnify, protect, defend and hold harmless City and any and all of its officials, City Council members, employees and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by District or by any individual or entity for which District is legally liable, including but not limited to officers, agents, employees or sub-contractors of District.

d. General Indemnification Provisions. Consultant agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement.

______ (Initials)

22. **Insurance**. Consultant is a duly authorized and funded self-insured entity under California Government Code Section 3700 (b). Consultant is self-insured for worker's compensation claims in accordance with Labor Code Section 3700(b). To the extent applicable, Consultant will provide to District evidence of self insurance coverage for the types and amounts of insurance set forth on Exhibit C hereto.

23. **Notices**. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To District:

Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Lisa A. Franz
Phone: (805) 385-1501 x2414
Fax: (805) 240-7582

To Consultant: City of Oxnard Recreation and Community Services
555 South "A" Street, Suite 265,
Oxnard, California 93030
Attention: Sofia Balderrama
Phone: (805) 385-7993
Email: sofia.balderrama@ci.oxnard.ca.us

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile (provided confirmation of successful facsimile transmission shall be retained) or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

24. **Excusable Delays**. Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of District, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

25. **Authority to Execute**. The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

26. **Administration. <u>CATHERINE KAWAGUCHI</u>**, Assistant Superintendent, Educational Services, shall be in charge of administering this Agreement on behalf of the District. The Administrator has completed **<u>Exhibit D</u>** "Conflict of Interest Check" attached hereto.

27. **Binding Effect**. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

28. **Entire Agreement**. This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein. This Agreement supersedes any prior understanding or agreement, oral or written, of the parties with respect to said matters.

29. **Amendment**. No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

30. **Waiver**. Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

31. **Governing Law**. This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.

32. **Arbitration**. Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.

33. **Severability**. If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

IN WITNESS WHEREOF, the District and Consultant have executed and delivered this agreement for consultant services as of the date first written above.

OXNARD SCHOOL DISTRICT	CITY OF OXNARD
Signature	Dr. Thomas E. Holden, Mayor
Lisa A. Franz, Director of Purchasing Typed Name/Title	
Date	Date
Tax Identification Number: 95-6002318	Tax Identification Number: 95-6000756

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:	APPROVED AS TO INSURANCE:
Alan Holmberg, City Attorney	James Cameron, Risk Manager
APPROVED AS TO AMOUNT:	APPROVED AS TO CONTENT:
Karen R Burnham Karen R. Burnham, Interim City Manager	Sofia Balderrama, Project Manager

☐ Not Project Related

☑ Project #12-01

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #12-01

I. **Consultant** will perform services required by District in connection with its After School Education and Safety (ASES) Program, and specifically agrees to provide the following services under the captioned agreement:

a. Attendance
   i. Elementary students should participate everyday the program operates
   ii. Intermediate students should participate a minimum of nine hours and three days per week.
   iii. Efforts will be made to maintain consistency of attendance with the intent to reduce the turnover in enrollment.
   iv. Early release waivers will be used for all students with recurring late start or early program release (i.e. late start for tutoring and early release for catechism or sports)
   v. No early release waiver shall be approved if as a result, the child will attend less than one and one half hours of after school programming.
   vi. Students who leave the program early with an excused reason (i.e. sick, Dr. appt…) shall have it noted on the sign out sheet and have back up documentation filed with each month's attendance.
   vii. The City of Oxnard shall agree to meet the minimum attendace required by the ASES Grant.

b. Assurances
   i. Provide an academic and enrichment after school program in each grant funded school
   ii. To plan the program through a collaborative process that includes parents, youth, representatives of participating school sites, governmental agencies, local law enforcement, community organizations and the private sector.
   iii. Hire staff, based on the 20-1 ratio required by grant funding, including a site coordinator, project supervisory staff and provide payroll services for City of Oxnard employees.
   iv. Operate each program from the end of the school day until 6:00 PM every regular school day.
   v. When agreed upon and coordinated between the City of Oxnard and Oxnard School District, provide a program for non-school calendar days (i.e.: weekends, vacations,…).
   vi. When agreed upon and coordinated between the City of Oxnard and Oxnard School District, will provide services for supplemental grants with compensation being reimbursed for expenses agreed upon in advance not to exceed the per pupil amount funded by the grant.
   vii. Provide program assessment results to the district for the annual evaluation. Documentation needs to happen quarterly for the Federal Program Monitoring Process (FPM).
   viii. Assist and maintain organized information for FPM at each site. The documentation needs to be submitted quarterly.
   ix. All food offered to students will conform to the nutrition standards as established by the U.S. Department of Agriculture (low fat content, calories, no candy or soda). Food logs will be submitted to Oxnard School District food services to ensure proper documentation for the State and Federal Food Program.

c. Professional Development
   i. Provide training for after school program staff and include the Oxnard School District Administrative Intern, and as appropriate, include staff of collaborating organizations.
   ii. Attend Region 8 Program Director's Meetings on a quarterly basis.
   iii. Professional Development-All Staff

1. All staff participates in professional development provided by Oxnard School District on the topics of behavior management, English Learner Strategies, and other topics to align the after school program with the regular day at least five times over the course of the year.

iv. Professional Development-Literacy staff

1. Participate in two full day trainings before the start of school.

d. Participate in monthly trainings to receive lessons and materials for the upcoming month. Meetings will be two hours.

i. Professional Development-Math staff

1. Participate in two full day trainings before the start of school
2. Participate in monthly trainings to receive lessons and materials for the upcoming month. Training will be two hours.

ii. Professional Development-Enrichment staff

1. Participate in monthly trainings offered by Oxnard School District. Training will be between 2 and 4 hours a session.
2. Provide enrichment that meets the needs of the district and students

iii. Professional Development-Physical Fitness

1. Provide trainings on non-school days
2. Trainings cover topics including but not limited to: fitness, self esteem and nutrition.

iv. Professional Development-Homework Staff

1. Participate in professional development to incorporate questioning strategies and communication skills with teachers and parents.

e. Risk Management

i. Provide background clearance through the police department and TB tests and certify monthly all employees are clear.

ii. Provide a copy of insurance documents, which verify coverage for the Oxnard School District

iii. Clear outside contractors and events through the Oxnard School District risk management department.

iv. Clear all activities and enrichment courses through Oxnard School District Risk Management Department to ensure proper safety procedures are in place according to district timelines (i.e.: Field Trips need 30 days advance planning).

v. Participate in school wide emergency drills and learn the protective procedures at each school site

f. Responsibility

i. Report attendance and activities weekly by Wednesday of each week for the previous week.

ii. Work with Oxnard School District to establish and maintain partnerships with community agencies.

iii. Provide student learning and enrichment materials above and beyond materials already purchased by Oxnard School District.

iv. Participate in collaboration activities with other participating organizations.

v. Vacate learning areas within each school in the same or better conditions as they were found.

vi. When hiring, preference will be given to the Oxnard School District employees as appropriate, however, final decision of hiring personnel is the City's.

vii. Include the California Standards and Strategies for English Learners in lessons

viii. Include feed back from the after school administrator and site principal when evaluating employees.

ix. File a facilities use permit for the necessary facilities at each school site.
x. Meet weekly with district administrator.
xi. Meet monthly with collaborative partners.
xii. Provide documentation of matching funds.

II. The Oxnard School District agrees to:
   a. Provide space for after school groups and activities after school each day in the schools with After School Education and Safety (ASES) Grants (including classrooms, cafeteria, restrooms, and playground)
   b. Provide a district administrator to coordinate and collaborate with the City's Recreation and Community Service's Oxnard Scholars Program.
   c. Provide a staff member to help create an academic link between the after school program and the regular school day—reporting language arts and math assessment results to the after school program and reporting the after school results to the regular classroom teachers
   d. Provide professional development to aid in the aligning the After School Program with the regular school day (Math, Literacy, Enrichment, Physical Fitness, and Homework).
   e. Provide access to the computer lab and library.
   f. Provide daily nutritional snack through the federal free and reduced lunch program.
   g. Provide daily custodial services.
   h. Submit required attendance, fiscal and evaluation reports to the State of California.
   i. Provide office space/station with access to phone, computer, printer and internet access.
   j. Provide Access to Zangle

III. As part of the Services, Consultant will prepare and deliver the following tangible work products to the District:
   a. Evidence of insurance for 2012-2013.
   b. Evidence that employees have met the No Child Left Behind (NCLB) requirements.
   c. Monthly employee list certifying all have cleared TB and Fingerprint screenings.
   d. Weekly attendance and activity reports.
   e. Food Service Logs meeting the requirements of the federal free and reduced lunch program.

IV. During performance of the Services, Consultant will keep the District appraised of the status of performance by delivering the following status reports under the indicated schedule:

STATUS REPORT FOR ACTIVITY:	DUE DATE
A. Weekly attendance report (reported)	Each Wednesday by Noon
B. Monthly attendance report for each school (confirmed)	15th of each month
C. Monthly activity reports for each school, including trainings, lesson plans and examples of student work (Digital Format)	15th of each month
D. Monthly expenditure reports, including salaries for employees, supplies, trainings and Administrative costs	30th of each month for the previous month

V. Consultant will utilize the following personnel to accomplish the Services:

☐ None.

☑ See attached list. **(To be provided prior to the 1st day of school)**

☐ Not Project Related

☑ Project **#12-01**

VI. Consultant will utilize the following subcontractors to accomplish the Services (check one):

☑ None.

☐ See attached list.

VII. AMENDMENT

The Scope of Services, including services, work product, and personnel, are subject to change by mutual Agreement. In the absence of mutual Agreement regarding the need to change any aspects of performance, Consultant shall comply with the Scope of Services as indicated above

☐ Not Project Related

☑ Project **#12-01**

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #12-01

COMPENSATION

I. Consultant shall use the following rates of pay in the performance of the Services:

*Refer to page 1 (operative provisions #4 compensation and method of payment).

II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed $35 per hour without written authorization from the District Superintendent or his designee.

III. The District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Monthly expenditure report by school.

B. Certification that all employees, agents and contractors that will have contact with students and for whom a certificate has not been previously provided have been properly fingerprinted and TB tested.

C. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

D. Line items for all supplies properly charged to the Services.

E. Line items for all travel properly charged to the Services.

F. Line items for all equipment properly charged to the Services.

G. Line items for all materials properly charged to the Services.

H. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation including reimbursement for actual expenses, shall not exceed $2,000,000.00 plus reimbursement for supplemental ASES funded grant activities as outlined in Exhibit A, #B6. If the grant award changes, the costs will be amended accordingly.

☑ Not Project Related

☐ Project #

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #12-01

INSURANCE
CITY WILL PROVIDE A LETTER THAT CONFIRMS IT IS SELF-INSURED – SEE EXHIBIT "E"

I. Insurance Requirements. Consultant shall provide and maintain insurance, acceptable to the District Superintendent or District Counsel, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives or employees. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A, as rated by the Current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Consultant shall provide the following scope and limits of insurance:

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Commercial General Liability coverage of not less than one million dollars ($1,000,000) combined single limit, bodily injury, personal injury and property damage liability per occurrence, in a form acceptable to the District.

(2) Comprehensive general and auto liability insurance with limits of not less than one million dollars ($1,000,000) per accident for bodily injury and property damage per occurrence. A combined single limit policy with aggregate limits in an amount of not less than two million dollars ($2,000,000) shall be considered equivalent to the said required minimum limit. Coverage shall include the following in a form acceptable to the District:

1. owned, non-owned and hired vehicles;
2. blanket contractual;
3. broad form property damage;
4. products/completed operations; and
5. personal injury.

(3) Workers' Compensation insurance as required by the laws of the State of California.

II. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

A. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to District.

☑ Not Project Related

☐ Project #

B. General Liability and Automobile Liability Coverages.

(1) District, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant ; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(2) Each policy shall state that the coverage provided is primary and any insurance carried by any additional insured is in excess to and non-contributory with Consultant's insurance.

(3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to any additional insured.

III. Other Requirements. Consultant agrees to deposit with District, at or before the effective date of this contract, certificates of insurance necessary to satisfy District that the insurance provisions of this contract have been complied with. The District may require that Consultant furnish District with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

A. If any Services are performed by subcontractor, Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

B. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

C. The procuring of any required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

☐ Not Project Related

☑ Project **#12-01**

EXHIBIT D

TO AGREEMENT FOR CONSULTANT SERVICES #12-01

CONFLICT OF INTEREST CHECK

Bylaws of the Board 9270(BB)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with the District's Conflict of Interest Code (commencing with Bylaws of the Board 9270 BB).

Consultants are required to file disclosures when, pursuant to a contract with the District, the Consultant will make certain specified government decisions or will perform the same or substantially the same duties for the District as a staff person would.

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached [] constitute [X] do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **CITY OF OXNARD**, who will provide Services under the Agreement, [] is [X] is not subject to disclosure obligations.

Date: ____________________

By: ____________________
Lisa A. Franz
Director of Purchasing

James Cameron
Chief Financial Officer

Finance Administration

300 West Third Street, Suite 302
Oxnard, CA 93030
(805) 385-7475
Fax (805) 385-7466
www.ci.oxnard.ca.us

CITY OF
OXNARD
CALIFORNIA

April 2, 2012

Oxnard School District
1051 South "A" St
Oxnard, CA 93030

Attention: Ginger Shea

Re: City of Oxnard Self-Insurance

Dear Ms. Shea:

The City of Oxnard is Self-insured for general liability and worker's compensation claims up to $1 million. The City is covered through the Big Independent Cities Excess Pool (BICEP) from $1 million to $25 million for general liability. In addition, the City has purchased excess workers' compensation insurance through BICEP.

Feel free to contact me at or Mike More at 805.385.7475.

Sincerely,

James Cameron
James Cameron
Chief Financial Officer

Meeting Date: 04/17/2012

ACTION	TYPE OF ITEM
❒ Approved Recommendation	❒ Info/Consent
❒ Ord. No(s). ______	❒ Report
❒ Res. No(s). ______	❒ Public Hearing (Info/consent)
❒ Other ______	■ Other: Council Business

Prepared By: Alan Holmberg Agenda Item No. N-1

Reviewed By: City Manager ~~JRP~~ City Attorney AH Finance JL Other N/A

DATE: April 9, 2012

TO: City Council

FROM: Alan Holmberg, City Attorney

SUBJECT: $300 per month, Supplemental Post-Retirement Benefit

RECOMMENDATION

That City Council consider this report concerning the $300 per month supplemental post-retirement benefit and provide direction to the Interim City Manager.

DISCUSSION

In 2003, the City Manager established a supplemental post-retirement benefit plan, to be used as a tool for recruiting Department Directors. The plan provides that an individual holding the position of City Manager, Assistant City Manager, Deputy City Manager, City Attorney or Department Director for five (5) years or more, is eligible to receive a post-retirement benefit of $300 per month, in addition to any other retirement benefits received by that person. This supplemental post-retirement benefit plan was instituted by the City Manager and was not considered or approved by the City Council. At this time, five (5) former Department Directors and a former City Attorney are receiving the benefit.

On several occasions in past months, there has been discussion at City Council meetings concerning whether the supplemental post-retirement plan should be continued, whether it legally can be terminated as to prospective employees, existing employees, and those persons who have retired and are receiving the benefit. Special Counsel's opinion is that since the retirement benefit was instituted only at the administrative level, and since the City Council is the only body authorized to set and adjust compensation and benefits for employees, the benefit likely may be terminated as to all three categories, prospective employees, existing employees and retirees. The opinion of Special Counsel is that because the City Council is the only body authorized to set the compensation, and it did not do so, the action of the City Manager confers no "vested right" in either existing employees or retirees.

The City Council has several options at this point. The options include ratifying the action of the City Manager, determining to continue a supplemental post-retirement benefit plan in its present form or adopting a different benefit program. Council could simply terminate the supplemental post-retirement benefit. Any of the foregoing require that the matter be placed on a future Council agenda for action. The City Attorney recommends that if the Council determines to agendize possible termination of the benefit, noticed of the proposed action be mailed to those presently receiving the benefit.

It should be noted that the opinion of Special Counsel does not state that the benefit certainly may be terminated without consequences; rather, it states that the benefit likely may be terminated.

FINANCIAL IMPACT

Approval of the recommended action has no financial impact. Future Council action will have financial impact.

Attachment #1 - Administrative Manual Item No. E28 Establishing Supplemental Post-Retirement Benefit

SUBJECT:	Supplemental Post-Retirement Benefit	ITEM NUMBER	PAGE
EFFECTIVE DATE:	January 2008	E-28	1 of 1

POLICY

Effective July 1, 2003, the City Manager has established a Supplemental Post-Retirement Benefit (SPRB) for certain eligible employees. The terms and conditions for participation in the SPRB are described below.

1. Eligibility

   a. An employee occupying the classification of City Manager, Assistant City Manager, Deputy City Manager, City Attorney or Department Director is eligible to receive the SPRB.

   b. To be eligible to receive the SPRB, an employee shall occupy one of the above-listed classifications for a minimum of five consecutive years and shall separate from City of Oxnard (City) service by retirement.

   c. An eligible employee retiring July 1, 2003, or later, is entitled to receive the SPRB of up to $300 per month, payable quarterly.

2. Process for Payment of SPRB

   a. To receive the SPRB, a retiree shall submit a request in writing to the City's Purchasing Agent no later than three (3) months after retirement from the City.

   b. The payment of the SPRB shall cease at the request of the retiree or upon the death of the retiree.

3. City Manager Authority

   The City Manager may amend the terms of the SPRB or cease providing the SPRB at any time.

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 04/ 17 /2012

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☐ Info/Consent
☐ Ord. No(s). ______	☐ Report
☐ Res. No(s). ______	☐ Public Hearing (Info/consent)
☐ Other ______	■ Other Study Session

Prepared By: Rob Silverstein RS ______ Agenda Item No. R-1

Reviewed By: City Manager RB City Attorney Finance Other *(Specify)*

DATE: April 10, 2012

TO: City Council

FROM: Jeri Williams, Chief of Police JW
Oxnard Police Department

SUBJECT: Study Session on Mandatory Spay and Neuter Ordinance

RECOMMENDATION

That City Council conduct a study session for a mandatory spay and neuter ordinance for "Pit Bulls".

DISCUSSION

The Director for the Ventura County Animal Shelter (VCAS) proposed a mandatory spay and neuter ordinance for Pit Bulls at the Animal Shelter Commission meeting. The Commissioner for the City of Oxnard is Councilmember Carmen Ramirez. The Director for the shelter requested that each Commissioner discuss the proposed ordinance with their City Council members, and adopt the proposed ordinance.

Health and Safety Code section 122331, defines "Pit Bull" as any Staffordshire Bull Terrier, American Bull Terrier, or American Staffordshire Terrier breed of dog, or any breed of dog that contains, as an element of it's breeding, any of these breeds so as to be identifiable as partially of the breed of Staffordshire Bull Terrier or American Pit Bull Terrier or American Staffordshire Terrier.
"Pit bull" is not a breed. It is a generic term often used to describe all dogs with similar traits and characteristics known to the public as "Pit bulls".

There are nine cities that comprise the commission, including the City of Oxnard. The following actions and discussions have taken place reference the proposed mandatory spay and neuter ordinance. The City of Ventura has agreed to review the VCAS ordinance. The City of Camarillo has indicated an interest in considering the proposed ordinance. The City of Santa Paula has decided not to adopt the ordinance. The City of Simi Valley had a discussion at a City Council meeting, and pulled the item for further study. The City of Moorpark has discussed the ordinance at a City Council meeting. As a result, the Council has received letters and emails in opposition to the proposed ordinance in greater numbers than those received in support of the proposed ordinance. The City of Port Hueneme has decided to adopt the ordinance because the City of Port Hueneme adopts all County Ordinances by reference. At this time, it is unknown what discussions or determinations have been made by the City of Fillmore, and the City of Ojai.

There are some negative aspects to adopting such an ordinance. Breed specific ordinances can be seen as a quick fix, and not a sufficient long term solution to the problem. Breed specific ordinances can be seen as shortsighted and an ineffective response to euthanizing adoptable dogs. By placing bans on specific dog breeds (most often pit bulls) breed specific laws can be perceived to unfairly target dogs who are most often not problematic. Another difficulty is in the enforcement of a mandatory spay and neuter law. There are irresponsible pet owners who attempt to evade the law by not licensing their animals, in an effort to keep them unknown to the Animal Safety Officers.

The information from the VCAS director regarding the impact the ordinance will have on the immediate problem has not been addressed. The VCAS policy to perform a home check on "Pit Bulls" up for adoption might be reviewed for effectiveness, to avoid having the animal wait for 3 days to 3 weeks to be re-homed. This process may be a contributing factor in the number of "Pit Bulls" not being adopted from the VCAS.

A review of the County of Los Angeles and the County of Santa Barbara ordinances related to this topic may be beneficial in determining the correct course of action by the City of Oxnard.

The Director for the VCAS has suggested that as a result of adopting the proposed mandatory spay and neuter ordinance, the City of Oxnard will see a reduction in the number of "Pit Bulls" brought into the County shelter. The Director also stated that the City of Oxnard will benefit from having a reduction in the sheltering costs of animals due to the belief that less "Pit Bulls" will be housed at the shelter.

A review of the statistics related to the number of "Pit Bulls" taken to the VCAS revealed that from July 2, 2008 to December 20, 2011, the City of Oxnard impounded 2,308 "Pit Bulls". Of those, 185 were adopted, 384 were returned to the owner, and 1,416 were euthanized. 307 were transferred out of the facility.

FINANCIAL IMPACT

At this time the financial impact of the proposed VCAS ordinance for the mandatory spay and neuter of "Pit Bulls" is unknown.

RS

Attachment # 1- VCAS proposed ordinance

County of Ventura

Proposed Addition to Chapter 4 (Animals) of Division 4 of the Ventura County Ordinance Code

Article 9 Spaying and Neutering of Pit Bulls

4700 Purpose and Applicability
Pursuant to Health and Safety Code § 122331, no person shall own or keep a Pit Bull over the age of four months which has not been spayed or neutered, except as provided in Sec. 4720.

4710 Definition

1. For purposes of this section, "Pit Bull" is defined as any Staffordshire Bull Terrier, American Pit Bull Terrier or American Staffordshire Terrier breed of dog, or any mixed breed of dog which contains, as an element of its breeding, physical traits and distinguishing characteristics that conform to the standards of the above breeds as established by the American Kennel Club ("AKC") or United Kennel Club ("UKC") that identify it as partially of the breed of Staffordshire Bull Terrier or American Pit Bull Terrier or American Staffordshire Terrier. The AKC and UKC standards for the above breeds are listed on their websites as well as online through the Animal Service Department ("Department") website.
2. Determination of Breed. If an owner is unsure as to whether or not his unspayed and/or unneutered dog is a Pit Bull, he may make an appointment with the Department at which a Department staff member shall make a determination as to whether or not the dog is a Pit Bull. If the dog owner wishes to appeal the determination that the dog is a Pit Bull, within five business days of the staff member's determination he may request a hearing before the Department's Director or his designee. The informal hearing shall be held no more than 30 days after the Director receives the request. The decision of the Director or his designee is final.

4720 Mandatory Spaying and Neutering of PitBulls: Exceptions
No person may own, keep, or harbor any dog within the unincorporated area of the County of Ventura that the person in possession knew, or should have known, was a Pit Bull that has not been spayed or neutered unless:

1. The dog is under sixteen weeks of age;
2. It is a purebred Staffordshire Bull Terrier, American Pit Bull Terrier or American Staffordshire Terrier, recognized by and registered with the American Kennel Club (AKC), United Kennel Club (UKC), or other national registry;
3. It is a dog used by a law enforcement agency for law enforcement purposes;
4. It is a dog which is unable to be spayed or neutered without a high likelihood of suffering serious bodily harm or death due to age or infirmity and the owner of such dog provides to the Department written confirmation of the condition from a licensed veterinarian;

5. Determination of breed is under appeal pursuant to Section 4710.2.

4730 Penalties for Failure to Spay or Neuter Pit Bull
Violation of Section 43.1 may result in the following penalties:

A first violation shall be an infraction punishable by a fine not to exceed $100 plus administrative fees in the amount approved by the Board of Supervisors. Continued violation may result in additional fines up to $500 and/or impoundment of the animal. In order for the owner to reclaim the Pit Bull from the Department, in addition to paying the fines and fees set out in this Section, one of the following must occur:

1. The Department shall have a veterinarian spay or neuter the dog. The dog owner shall pay a deposit of $65 prior to the procedure and will be charged the fee for such services consisting of the actual expense incurred as established by the Department. There may be additional fees for any extraordinary care provided.

2. In the alternative, the owner shall arrange for another veterinarian within the County to spay or neuter and shall pay the Department's costs of delivering the dog to a vet of the owner's choosing. The Department shall deliver the dog to the vet, and the vet shall release the dog to the owner only after the spaying or neutering is complete.

3. At the discretion of the Director, or his designee, the Director may release the dog to the owner provided that the owner signs an affidavit that he will have the dog spayed or neutered within two weeks and will provide documentation verifying that the spaying or neutering occurred upon completion. If the owner fails to have his dog spayed or neutered as agreed in the affidavit, the Department shall have the authority to impound the dog, and the owner may be charged with a second violation.

4. In the event that the Director or his designee determines that payment of any fees by the owner of a dog which is impounded or otherwise taken into custody would cause extreme financial difficulty to the owner, the Director or his designee may, at his discretion, waive all or part of the fees necessary for compliance with this section.

5. The owner shall contact the Department within the first four business days of the dog's holding period and pay all fees and fines toward its reclaim, or pursuant to Food & Agricultural Code Section 31254, the dog will deemed to be abandoned.

4740 Allocation of Fees and Fines Collected
All fees and fines collected under Section 4730 shall be used only by the Department to fund the implementation and enforcement of the Department spaying/neutering program.